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9 **Counsel for Plaintiffs**

10 **UNITED STATES DISTRICT COURT**

11 **DISTRICT OF NEVADA**

12 TRUSTEES OF THE BRICKLAYERS &)
13 ALLIED CRAFTWORKERS LOCAL 13)
14 DEFINED CONTRIBUTION PENSION TRUST) CASE NO.: 2:09-cv-1114-RCJ-PAL
15 FOR SOUTHERN NEVADA; TRUSTEES OF)
16 THE BRICKLAYERS & ALLIED)
17 CRAFTWORKERS LOCAL 13 HEALTH)
18 BENEFITS FUND FOR SOUTHERN NEVADA;)
19 BRICKLAYERS & ALLIED CRAFTWORKERS)
20 LOCAL 13, NEVADA; TRUSTEES OF THE)
21 BRICKLAYERS AND TROWEL TRADES)
22 INTERNATIONAL PENSION FUND;)
23 TRUSTEES OF THE BRICKLAYERS AND)
24 TROWEL TRADES INTERNATIONAL)
25 HEALTH FUND; and TRUSTEES OF THE)
26 INTERNATIONAL MASONRY INSTITUTE,)
27
28)
29 Plaintiffs,)
30 vs.)
31)
32 TILE CONCEPTS, INC., a Nevada corporation;)
33 MICHAEL ROGER TRIMBLE, individually; and)
34 CARLOS ANDRES CORZO, individually,)
35
36 Defendants.)
37
38)

39 This stipulation is entered into by and between the Plaintiffs and the Defendants in order to settle
40 and conclude the above-referenced litigation between the parties relating to the payment of fringe benefit
41 contributions and dues to Plaintiffs by Defendants. Accordingly, Plaintiffs TRUSTEES OF THE
42 BRICKLAYERS & ALLIED CRAFTWORKERS LOCAL 13 DEFINED CONTRIBUTION PENSION

1 TRUST FUND; TRUSTEES OF THE BRICKLAYERS & ALLIED CRAFTWORKERS LOCAL 13
2 HEALTH BENEFITS FUND; BRICKLAYERS AND ALLIED CRAFTWORKERS, LOCAL 13,
3 NEVADA; TRUSTEES OF THE BRICKLAYERS & TROWEL TRADES INTERNATIONAL
4 PENSION FUND; TRUSTEES OF THE BRICKLAYERS & ALLIED CRAFTWORKERS
5 INTERNATIONAL HEALTH FUND; TRUSTEES OF THE BRICKLAYERS & ALLIED
6 CRAFTWORKERS INTERNATIONAL ANNUITY FUND; and TRUSTEES OF THE
7 BRICKLAYERS & ALLIED CRAFTWORKERS INTERNATIONAL MASONRY INSTITUTE
8 (collectively, the "Trusts"), and Defendants TILE CONCEPTS, INC., a Nevada corporation ("TILE
9 CONCEPTS"); MICHAEL ROGER TRIMBLE, an individual; and CARLOS ANDRES CORZO, an
10 individual (collectively, the "Defendants"),

12 HEREBY STIPULATE AND AGREE, subject to the approval and Order of the Court, as
13 follows:

15 1. The Defendants owe the Trusts the principal amount of Eight Thousand Four Dollars and
16 Twenty-Four Cents (\$8,004.24) with respect to the causes of action plead in the complaint herein. The
17 amount due is for unpaid fringe benefit contributions, unpaid dues, audit fees, attorney's fees and costs
18 associated with unpaid fringe benefit contributions due to the Trusts by Defendants for the audit period
19 of September 27, 2007, through December 31, 2008, inclusive.

20 2. Judgment for the Trusts in the amount of \$8,004.24, together with interest at 14 percent
21 (14%) per annum from August 14, 2009, until paid in full, shall be entered against Defendants in the
22 form attached hereto marked as Exhibit "A."

24 3. It is understood and agreed by Defendants that the Trusts have not conducted an audit of
25 the payroll and related records of Defendants for any time periods after December 31, 2008, and that the
26 Judgment (Exhibit A) to be entered by the Court shall not prevent or otherwise preclude the Trusts under
27 the doctrines of equitable estoppel, collateral estoppel, res judicata, accord and satisfaction, or any other
28

1 ground or legal theory, from collecting any other amounts after December 31, 2008, that may be due to
2 the Trusts by Defendants pursuant to the terms of any agreement the Defendants have entered with
3 Plaintiffs.

4 4. Execution on the Judgment shall be stayed provided each of the following conditions is
5 met:

6 a. Defendants shall pay to Plaintiffs the sum of \$1,334.04 on the 15th day of each month, for six
7 consecutive months, commencing on September 15, 2009, and ending February 15, 2010.

8 Payments shall be made payable to the "*Bricklayers Trusts*" and mailed to Michael A. Urban of
9 the law firm of Laquer, Urban, Clifford & Hodge LLP, counsel for Plaintiffs located at 4270
10 South Decatur Blvd., Suite A9, Las Vegas, Nevada 89103.

11 b. Defendants agree that judgment shall be entered against Defendants in the form attached
12 hereto marked as Exhibit "A" if Defendants fail to make any of the promised monthly payments.

13 c. Defendants, pursuant to the terms of any collective bargaining agreement or other contract
14 with Plaintiffs, or any of them, shall submit monthly reports and pay fringe benefit contributions
15 to the Plaintiffs in a timely manner based on all hours worked by or paid to employees doing any
16 work covered by such collective bargaining agreement or other contract with respect to hours
17 worked by any covered employee after December 31, 2008.

18 5. If Defendants fail to satisfy any of the conditions in paragraph 4, the Plaintiffs shall have
19 the unconditional and immediate right to execute upon the Judgment for the full amount then due and
20 owing, without further notice to Defendants or Order of the Court.

6. Defendants may pay the remaining balance due or any part thereof at any time without penalty.

DATED this 14 day of August, 2009.

LAQUER, URBAN, CLIFFORD & HODGE LLP

By Douglas V. Ritchie

Michael A. Urban, Esq.
Douglas V. Ritchie, Esq.
Counsel for Plaintiffs

DATED this 25TH day of August, 2009.

Tile Concepts, Inc., a Nevada corporation

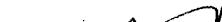
By: 
Michael Trimble, President

DATED this 25th day of August, 2009.

By: Michael Trimble
Michael Trimble, Individually

DATED this ____ day of August, 2009.

of August, 2009.



By: Carlos Andres Corzo, Individually

ORDER

IT IS HEREBY ORDERED that the Stipulation of the parties is approved.

Let judgment be entered accordingly.

DATED this 9th day of August, 2010.

Gloria M. Navarro
United States District Judge